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Attorneys for Plaintiffs MARSHALL LOSKOT
 and DISABILITY RIGHTS ENFORCEMENT,
 EDUCATION SERVICES

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

MARSHALL LOSKOT, an individual; and)	CASE NO. C04-5457 WDB
DISABILITY RIGHTS ENFORCEMENT,)	
EDUCATION, SERVICES:HELPING)	STIPULATION OF DISMISSAL AND
YOU HELP OTHERS, a California public)	ORDER THEREON
benefit corporation,)	
)	
Plaintiffs,)	
)	
v.)	
)	
DAYS INN SAN RAFAEL; IRVING B.)	
LITCHFIELD JR. and CLETUS A.)	
LATHIGEE, as trustees for the)	
LITCHFIELD REVOCABLE TRUST; and)	
SAN RAFAEL MOTEL INVESTMENTS)	
LLC.,)	
)	
Defendants.)	
_____)	

The parties, by and through their counsel, stipulate to dismissal of this action in its entirety with prejudice pursuant to Fed.R.Civ.P.41(a)(1). Outside of the terms of the Mutual Settlement Agreement and Release (“Agreement”) herein, each party is to bear its own costs and attorneys’ fees. A true and correct copy of the subject Agreement is attached hereto and incorporated herein as Exhibit “A,” and the parties consent to the Court retaining jurisdiction over enforcement thereof. *See Kokonen v. Guardian Life Ins. Co.*, 511 U.S. 375 (1994) (empowering the district courts to retain jurisdiction over enforcement of settlement agreements).

1 IT IS HEREBY STIPULATED by and between parties to this action through their
2 designated counsel that the above-captioned action be and hereby is dismissed with prejudice
3 pursuant to Federal Rules of Civil Procedure section 41(a)(1).

4 This stipulation may be executed in counterparts, all of which together shall constitute
5 one original document.

6
7 Dated: October 7, 2005

THOMAS E. FRANKOVICH
A PROFESSIONAL LAW CORPORATION

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9 By: /s/ Jennifer L. Steneberg
Jennifer L. Steneberg
Attorneys for Plaintiffs MARSHALL LOSKOT
10 and DISABILITY RIGHTS, ENFORCEMENT,
11 EDUCATION SERVICES

12 Dated: October 7, 2005

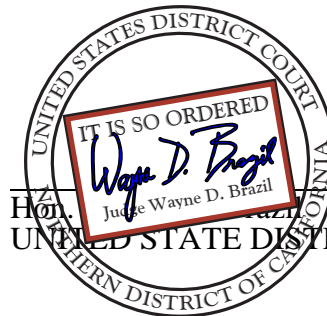
VERNARDI • ELAM, LLP

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14 By: /s/ H. Larry Elam
H. Larry Elam
Attorneys for Defendant DAYS INN SAN
15 RAFAEL and SAN RAFAEL MOTEL
16 INVESTMENTS LLC
17

18 **ORDER**

19 IT IS HEREBY ORDERED that this matter is dismissed with prejudice pursuant to
20 Fed.R.Civ.P.41(a)(1). IT IS FURTHER ORDERED that the Court shall retain jurisdiction for
21 the purpose of enforcing the parties' Settlement Agreement and General Release should such
22 enforcement be necessary. The parties are ORDERED to comply with the terms of their
23 Settlement Agreement.

24 Dated: 10-11, 2005



Hon. Wayne D. Brazil
UNITED STATE DISTRICT JUDGE